

**MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH MIAMI PUBLIC LIBRARY AND
PROSPERITY SOCIAL & COMMUNITY DEVELOPMENT GROUP, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of _____, 2017 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Prosperity Social & Community Development Group, Inc.**, a Florida not for profit corporation, having its principal office at 1175 NE 125 Street, Suite 206, Miami, FL 33161 ("PSCDG"). The City and **PSCDG**. shall collectively be referred to as the "Parties".

I. PURPOSE & SCOPE:

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the **Shine Bright Summer Reading Camp** ("SBSRC") for children ages 4-15, who reside in the City. The SBSRC was established in the City due to the overwhelming amount of residents who are unable to afford other summer camps. PSCDG not only provides an affordable summer camp, but specifically caters to English as a Second Language ("ESOL") students. The SBSRC targets literacy and summer learning loss. Furthermore, the camp gives children in the community an engaging, fun, and educational environment for the summer.

The students who attend our camp are from local elementary, middle, and senior high schools. Many of these kids are ESOL students and come from homes that are below the poverty line. PSCDG provides these residents with tutoring services and works directly with their respective schools to improve their academic performance, social skills, and self-esteem. The program hours are from 7:00 a.m. until 5:00 p.m. PSCDG staff and youth counselors, who are all college students, undergo a level two background screening administered by the Department of Children and Families. This MOU is intended to outline the relationship between North Miami Public Library ("NMPL"), a department within the City, and PSCDG for the period of June 04, 2017 to June 09, 2018. Changes to the period covered by this agreement must be done in writing 60 days in advance of each school year.

II. RESPONSIBILITIES UNDER THIS MOU

For NMPL:

Contact Person: Ms. Lucia M. Gonzalez

Title: Library Director

Phone: 305-891-5535

E-mail: library@northmiamifl.gov

- Responsible for offering space for the program during weekdays.
- Responsible for generating referrals for students who request library assistance.
- Responsible for providing library cards to parents and students.
- Responsible for all terms listed in Exhibit A, the proposal.

For PSCDG:
Contact Person: Ms. Nadege Vilsaint
Title: Executive Director
Phone: 305-308-5899
Office number: 786-773-1345
E-mail: n.vilsaint@p-scdg.org

- Responsible for providing liability insurance for students in the program. (Exhibit A)
- Responsible for transporting students to and from the school and library.
- Responsible for assisting students with reading.
- Responsible for supervising all students in the program.
- Responsible for completing incident reports when they occur.
- Responsible for communicating with parents of students enrolled in program.
- Responsible for providing snacks to students in the program.
- Responsible for arranging field trips.
- Responsible for all conditions listed in the Proposal. (Exhibit B)

III. LEGAL CLAIM

Accordingly, and notwithstanding any other term or condition of this Agreement, PSCDG hereby agrees that the City shall not be liable to PSCDG for damages for any action or claim of PSCDG or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

PSCDG shall defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts PSCDG may enter into with third parties pursuant to this Agreement. PSCDG shall pay all claims and losses of any nature, and shall defend all suits, on behalf of the City, its officers, employees or agents when applicable and shall pay all costs and judgments which may issue.

The Parties will each designate a representative, which may be changed upon written notice, to serve as the liaison between them with respect to the terms and conditions of this MOU. All notices, demands, correspondence and communications between the City and PSCDG shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

To: Prosperity Social & Community Development Group, Inc.
Attn: Nadege Vilsaint
1175 NE 125 Street, Suite 206
Miami, FL 33161

To CITY: City of North Miami
Attn: City Manager
776 NE 125 Street
North Miami, FL 33161

With a copy to: City of North Miami
Office of the City Attorney
776 NE 125 Street
North Miami, FL 33161

IN WITNESS WHEREOF, the Parties have executed this agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Witness:

By: _____

Print Name: _____

Date: _____

Prosperity Social & Community
Development Group, Inc., a Florida Not For
Profit Corporation:
"PSCDG"

By:  _____

Print Name: Nocke Vilsaint

Date: 4/21/17

ATTEST:

By:  _____

Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal
corporation:
"City"

By:  _____

Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____

Jeff P. H. Cazeau
City Attorney